

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

***Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.***

1. Name of Registrant Hogan & Hartson LLP 555 Thirteenth Street, N.W. Washington, D.C. 20004		2. Registration No. 2244
3. Name of Foreign Principal Ministry of Trade of Panama	4. Principal address of foreign principal Ministerio de Comercio e Industrias de la Republica de Panama, Plaza Edison Piso 3, Ave. El Pailal, Apartado Postal 552339, Republic of Panama	

5. Indicate whether your foreign principal is one of the following:

☒ Foreign government

☐ Foreign political party

☐ Foreign or domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) _____

☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant. **Ministry of Trade**

b) Name and title of official with whom registrant deals. **Joaquin E. Jacome Diez, Minister**

7. If the foreign principal is a foreign political party, state: **N/A**

a) Principal address.

b) Name and title of official with whom registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party, **N/A**

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed a fill insert page must be used.)*
N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.
N/A

Date of Exhibit A	Name and Title	Signature
April 14, 2004	H.R. Beat Peña Partner	H.R. Beat Peña

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, an amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Hogan & Hartson LLP

2. Registration No.

2244

3. Name of Foreign Principal

Ministry of Trade of Panama

Check Appropriate Boxes

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See Item 8 below.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide counsel to the Ministry of Trade of Panama on issues related to agriculture in the negotiations of a U.S./Panama FTA.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Registrant might from time to time contact U.S. Government officials, the media and the public regarding legislative and administrative or policy actions that affect the current and future interests of the foreign principal.

Date of Exhibit B

April 14, 2004

Name and Title

H. R. BERT PENA, PARTNER

Signature

H. R. Bert Pena

Footnote: Political activity as defined in Section 1 (o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

HOGAN & HARTSON

L.L.P.

H. R. BERT PEÑA
PARTNER
(202) 637-5935
HRPENA@HHLAW.COM

COLUMBIA SQUARE
555 THIRTEENTH STREET, NW
WASHINGTON, DC 20004-1109
TEL (202) 637-5600
FAX (202) 637-5910
WWW.HHLAW.COM

April 13, 2004

BY FACSIMILE (202) 223-0358 (4 pages total)

Peter T. Madigan
Johnson, Madigan, Peck, Boland, Dover & Stewart
1300 Connecticut Avenue, N. W., Suite 600
Washington, D. C. 20036

Dear Peter:

As discussed, Hogan & Hartson, L.L.P., through H. R. Bert Peña, will represent the Ministry of Trade of Panama (Ministry) on agriculture issues surrounding the U.S./Panama FTA. This letter and the accompanying General Terms of Representation are intended to formalize our retention, as required by applicable Rules of Professional Conduct.

This letter is sent to you to confirm that, although you have agreed that our invoices should be sent to you, (a) our client is the Ministry of Trade of Panama (b) Johnson, Madigan Peck is not a client of this firm for purposes of conflicts of interest, (c) we can continue, or undertake in the future, to represent other clients that may be adverse to the Ministry or clients represented by Johnson, Madigan Peck, and (d) the Ministry has authorized you to execute this engagement letter on its behalf.

For these specific projects, we normally provide our services on an hourly basis at our standard hourly rates. However, as we discussed, we will provide these services on a flat fee basis consisting of a monthly retainer of \$7,500 plus out of pocket business expenses, including travel, lodging and related normal business costs. I will bill you monthly for legal services and out of pocket business expenses, and provide you with a detailed description of those services and expenses. Payment will be due within 30 days of the date of our statement.

Hogan & Hartson is a large law firm with multiple offices around the world. Because of the firm's size and geographic scope, as well as the breadth and diversity of our practice, other present or future clients of the firm inevitably will have contacts with the Ministry. Accordingly, to prevent any future misunderstanding and to preserve the firm's ability to represent the Ministry and

Peter T. Madigan
April 13, 2004
Page 2

our other clients, we confirm the following understanding about certain conflicts of interest issues:

- Unless we have your specific agreement that we may do so, we will not represent another client in a matter which is substantially related to a matter in which we represent the Ministry and in which the other client is adverse to the Ministry. We understand the term "matter" to refer to transactions, negotiations, proceedings or other representations involving specific parties.
- In the absence of a conflict as described in subparagraph (a) above, you acknowledge that we will be free to represent any other client either generally or in any matter in which the Ministry may have an interest.
- The effect of subparagraph (b) above is that we may represent another client on any issue or matter in which the Ministry might have an interest, including, but not limited to:
 - Agreements; licenses; mergers and acquisitions; joint ventures; loans and financings; securities offerings; bankruptcy or insolvency; patents, copyrights, trademarks, trade secrets or other intellectual property; real estate; government contracts; the protection of rights; representation before regulatory authorities;
 - Representation and advocacy with respect to legislative issues, policy issues, administrative proceedings, or rulemakings.
- We do not view this advance consent to permit unauthorized disclosure or use of any client confidences. Under applicable Rules of Professional Conduct, we are obligated to and shall preserve the confidentiality of any confidential information the Ministry provides to us. In this connection, we may obtain nonpublic personal information about the Ministry in the course of our representation. We restrict access to nonpublic personal information to firm personnel who need to know that information in connection with our representation and, as appropriate, third parties assisting in that representation. We maintain appropriate

Peter T. Madigan

April 13, 2004

Page 3

physical, electronic, and procedural safeguards to protect nonpublic personal information. We do not disclose nonpublic personal information about our clients or former clients to anyone, except as permitted by law and applicable Rules of Professional Conduct.

- We will not disclose to the Ministry or use on their behalf any documents or information with respect to which we owe a duty of confidentiality to another client or person.
- The fact we may have their documents and/or information, which may be relevant to another matter in which we are representing another client, will not prevent us from representing that other client in that matter without any further consent from the Ministry. In such a case, however, we will put in place screening or other arrangements to ensure that the confidentiality of their documents and/or information is maintained.
- Our professional obligations require us to perform a conflicts check and not to commence work on a matter if we find conflicts of interest that would preclude us from doing so. Our professional obligations to the Ministry and to our other clients will require us to run a new conflicts check if there is any change in the parties to the matter or any material change in its nature. We must also run a new conflicts check before undertaking any new matters for the Ministry.

Under certain circumstances, lawyers who represent non-U.S. clients with respect to certain matters, including political activities, public relations, and advocacy before any agency or official of the U.S. government, must publicly disclose such activities under the Foreign Agents Registration Act. If our activities on behalf of the Ministry trigger the Act's registration and reporting requirements, we will have to file reports, which will be made available to the public, disclosing our representation of the Ministry, the general nature of our activities on behalf of the Ministry, and the firm's income from such activities.

This letter and the accompanying schedule of other charges will govern our relationship with the Ministry upon our retention even if you do not sign and return a copy of the letter. In the event that we agree to undertake additional

Peter T. Madigan

April 13, 2004

Page 4

matters for the Ministry, any such additional representations will be governed by the terms and conditions of this agreement unless we mutually agree otherwise in writing. Our representation will be deemed concluded at the time that we have rendered our final bill for services on this or any other matter undertaken for the Ministry. If the Ministry retains us as agent for a third party, you confirm that you have authority to retain us on the terms and conditions set forth herein. If you disagree with any of these terms and conditions, please advise us immediately by return correspondence so that we can resolve any differences at the outset of this engagement and proceed with a clear, complete, and consistent understanding of our relationship. This letter agreement supersedes any prior agreement with the Ministry with respect to our engagement to provide professional services to the Ministry, with the exception of any consent or waiver that the Ministry previously provided in relation to other Hogan & Hartson engagements. The terms and conditions of this letter may be modified or amended only by written agreement signed by Hogan & Hartson and by you or another authorized representative of the client.

Sincerely,


H. R. Bert Peña

Enclosure

Johnson, Madigan, Peck, Boland, Dover & Stewart

By _____

Name Peter T. Madigan

Title _____

Date _____